

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA)	
)	
)	CRIMINAL NO. 05-10059-DPW
v.)	
)	
)	
CHAD BENJAMIN,)	
)	
Defendant.)	

**GOVERNMENT'S MEMORANDUM OF LAW IN OPPOSITION
TO DEFENDANT'S MOTION TO SUPPRESS EVIDENCE**

The United States of America, by and through its attorneys, Michael J. Sullivan, United States Attorney, and Assistant U.S. Attorney Antoinette E.M. Leoney, submits this memorandum of law in opposition to Defendant's Motion to Suppress Evidence in the above-captioned case.

Defendant Chad Benjamin ("Benjamin") argues for the suppression of all physical evidence, including a .380 caliber Smith and Wesson handgun loaded with six rounds of ammunition, found on his person by Officers of the South Coast Anti-Crime Team ("S.C.A.T.") on December 16, 2004. Benjamin asserts that the evidence obtained by the police was the result of an illegal stop and warrantless search that was unsupported by reasonable suspicion. See Def.'s Motion to Suppress at 1. As such, he argues, all resulting evidence should be suppressed.

Benjamin's arguments, however, are unsupported by both the facts and the governing case law. The officers' conduct, in

approaching Benjamin in the Package store and asking him for his name and identification, did not constitute a seizure and thus the Fourth Amendment was not initially implicated here.

Moreover, even if, as Benjamin puts forth, he was seized from the inception of the encounter, his seizure was a valid Terry stop supported by reasonable, articulable suspicion. Additionally, Detective Michael Grundy's ("Det. Grundy") pat-down of Benjamin's sweatshirt pocket was within the scope of the valid stop because, based on Benjamin's sudden hand movements in the area of his sweatshirt pocket, Det. Grundy reasonably believed that Benjamin had a weapon.

Needless to say, this argument fails because the seizure of Benjamin did not occur until he was physically restrained by Det. Grundy, see United States v. Hodari D., 499 U.S. 621, 626 (1991), and the seizure occurred after Det. Grundy had a reasonable suspicion to believe that Benjamin was in unlawful possession of a firearm. See Terry v. Ohio, 392 U.S. 1, 30 (1968).

Because the officer's brief encounter with Benjamin in this case is precisely the type of encounter permitted under Terry v. Ohio, Benjamin's motion to dismiss should be denied by this court.

FACTUAL SUMMARY¹

This case has its origin in a large scale investigation conducted by S.C.A.T. in 2004. S.C.A.T., a multi-jurisdictional task force, was concerned with targeting and apprehending individuals engaged in illicit criminal activities in the jurisdictions of the participating agencies.² (See Exhibit A). During the course of their investigation, members of S.C.A.T. undertook undercover firearm and drug purchases from various individuals, including Jesse Teixeira, but not Benjamin, in the Taunton, MA, area. By December 16, 2004, a number of state arrest warrants had been issued as a result of the investigation and S.C.A.T. was prepared to start making arrests. Because of the large number of arrest warrants that were issued, members of S.C.A.T. split up into teams consisting of two to four members each to execute the warrants on December 16, 2004. One such team consisted of Chief Jack O'Neil ("Chief O'Neil"), Detective James Dykus ("Det. Dykus"), and Det. Grundy. Det. Grundy, the Task Force Coordinator, had prepared all of the warrants that were to be executed that day and was familiar with each of the targeted

¹ The factual summary is based on the exhibits attached hereto, which are denoted here as Exhibits A through E. The government also anticipates that these facts will be elicited at any suppression hearing, as well as, at trial.

² In addition to the Taunton Police Department, whose actions are at issue in this case, jurisdictions participating in S.C.A.T. included Dighton, Somerset, Seekonk, Swansea, Rehoboth, and Bristol.

individuals. One of these individuals, Jesse Teixeira ("Teixeira"), lived at 66 Cohannet Street in Taunton and Det. Grundy knew Teixeira had an outstanding arrest warrant resulting from the S.C.A.T. investigation that was to be executed by another team. (See Exhibit B). As Det. Grundy's team drove by Teixeira's home at 66 Cohannet Street, they saw two males walking down the driveway. (See Exhibit D). One of the men was similar in height, weight and build to Teixeira but he was wearing a hooded sweatshirt covering his head and face, so the officers were unable to determine his identity. Id. From their car, the officers observed the two men walk down the street and enter Egan's Package Store located at 48 Cohannet Street. Id. Believing that the man with the hooded sweatshirt over his head could be Teixeira and not wanting him to escape arrest, the officers decided to approach the two men to determine their identity. The officers then parked their car and entered Egan Package Store at approximately 3:30 p.m. (See Exhibit D).

At the time they entered the store, Chief O'Neil, Det. Dykas, and Det. Grundy were wearing police raid jackets and had their badges exposed. Id. They approached the two men, who had their backs to them, and asked them for their names and some identification. (See Def.'s Motion at 2). One of the men, Edson Miranda ("Miranda"), produced identification. Id. The other man, later identified as Benjamin, did not give his name but

stated that he had left his identification in the car. Id. Since the officers knew the two men had traveled to the package store on foot, they asked Benjamin where his car was located, and he said it was outside.

At that point, Benjamin placed his hand over the front lower part of his sweatshirt and made a movement as if he was shifting the sweatshirt's front pocket. Det. Grundy observed a "large bulge" in the area of Benjamin's hands which he suspected was a gun. (See Exhibit D). Det. Grundy then ordered Benjamin to put his hands up and he proceeded to pat the sweatshirt pocket. Id. Knowing "immediately" that the object was a handgun, Det. Grundy yelled "Gun!" to the other officers, brought Benjamin to the floor, and removed a Smith & Wesson .380 caliber handgun loaded with six rounds of ammunition from Benjamin's sweatshirt pocket. Id. Miranda, was then also ordered to the floor. See Id. After Benjamin was handcuffed and turned over, the officers found a large bag of crack cocaine laying on the floor between Benjamin and Miranda. Id. Both Benjamin and Miranda were then placed under arrest.

Benjamin's booking memo describes him as being 5 foot 11 inches tall, weighing 190 pounds, and having a medium build and a medium brown complexion. (See Exhibit C). In the warrant issued for his arrest, Teixeira was described as being six feet tall, weighing 170 pounds, and having a medium build and a medium

complexion. (See Exhibit B).

Benjamin is not unfamiliar with the criminal justice system. He has a long history of encounters and arrests dating as far back as 1989. (See Exhibit E).

ARGUMENT

The handgun seized from the person of Defendant Chad Benjamin on December 16, 2004 should not be suppressed because both the officers' initial encounter with Benjamin and the subsequent pat down of his sweatshirt pocket were valid under the Fourth Amendment. When the officers initially approached Benjamin in Egan's Package Store and asked him for his name and identification, Benjamin was free to leave and thus was not seized for Fourth Amendment purposes. Even assuming, arguendo, that Benjamin was seized from the inception of the encounter, the seizure was a valid Terry stop because the officers had reasonable suspicion to believe that Benjamin was actually Jesse Teixeira, for whom there was an outstanding arrest warrant. Det. Grundy's pat down of Benjamin's sweatshirt pocket was within the proper scope of this valid stop because Det. Grundy reasonably believed that the bulge in Benjamin's pocket was a weapon.

Because there is no factual or legal support for Benjamin's claim that his stop and pat-down search was unreasonable, his motion to suppress should be denied.

I. THE OFFICER'S INITIAL ENCOUNTER WITH BENJAMIN IN THE PACKAGE STORE DID NOT CONSTITUTE A SEIZURE UNDER THE FOURTH

AMENDMENT.

For Fourth Amendment purposes, a seizure occurs when a police officer restrains an individual's freedom to walk away from an interaction. See Terry v. Ohio, 392 U.S. 1, 16 (1968). It has been well established that the Fourth Amendment is not implicated by an officer merely approaching and questioning a individual in public as long as they are not detained against their will and are free to leave. United States v. Drayton, 536 U.S. 194, 200-201 (2002)("[l]aw enforcement officers do not violate the Fourth Amendment's prohibition of unreasonable seizure merely by approaching individuals on the street or other public places if they are willing to listen"); Florida v. Bostick, 501 U.S. 429, 434 (1991) ("a seizure does not occur simply because a police officer approaches an individual and asks a few questions"). An individual is not considered "seized" under the Fourth Amendment unless, considering the totality of the circumstances, the encounter is so coercive and intimidating that a reasonable person would have believed that they were not free to leave. INS v. Delgado, 466 U.S. 210, 216 (1984); United States v. Mendenhall, 446 U.S. 544, 554 (1980). The Court in Mendenhall gave examples of circumstances that might indicate a seizure, including the threatening presence of several officers, the display of a weapon by an officer, some physical touching of the individual, and the use of language or tone of voice

indicating that compliance with the officer's request might be compelled. Id. at 555. In Mendenhall, however, the Court found that no seizure of the defendant had occurred because the events took place in public, the officers were not wearing uniforms and displayed no weapons, they did not summon the defendant to their presence but instead approached her and identified themselves, and they requested rather than demanded the defendant's identification. Id.

Here, as in Mendenhall, the officers' initial encounter with Benjamin did not constitute a seizure. The encounter took place during daylight hours in a public place. The officers were wearing police raid jackets and had their badges exposed, but they did not have their weapons drawn. Drayton, 536 U.S. at 204 ("the presence of a holstered firearm. . . is unlikely to contribute to the coerciveness of an encounter absent active brandishing of the weapon"). Additionally, the officers did not summon Benjamin and Miranda to them; rather, they approached the two men and requested their names and identification. The officers did not physically touch either Benjamin or Miranda at this point nor did they speak in a tone indicating that a response was required. The officers never told Benjamin or Miranda that they were not free to leave and they never prevented them from leaving. Viewed in light of the totality of the circumstances, the circumstances of the initial encounter in the

package store did not constitute a seizure.

In the recent case of United States v. Smith, 423 F.3d 25 (1st Cir. 2005), the First Circuit, relying on facts similar to those in the instant case, held that there was no seizure of the defendant during a street encounter with police officers until he was placed under arrest. In Smith, two uniformed officers approached the defendant, who was sitting on a 2-3 foot wall behind a sidewalk, at approximately 1:30 p.m. Id. at 26. There was a house with a chain-link fence behind the defendant and a telephone pole in front of him which the officers stood on either side of as they approached the defendant. Id. at 27. The officers, who were familiar with "locals" in the area but did not recognize the defendant, asked the defendant for his name and identification. Id. The defendant produced identification and advised the officers that he had an outstanding arrest warrant, which was then confirmed by the officers. Id. The officers arrested the defendant, and during a search subsequent to his arrest, they found a loaded handgun in his waistband. Id.

The First Circuit, in finding that there was no seizure in Smith prior to the defendant's arrest, relied on many of the same factors that are also present here. In Smith, as in this case, the officers were in uniform but did not unholster their weapons. Id. at 30. The officers in Smith did not accuse the defendant of any crime or question him about a specific event. Id.

Immediately upon approaching the defendant, the officers asked him for his name or identification. Id. As the court stated, "such a non-threatening request does not elevate an otherwise consensual encounter between a citizen and the police into a seizure." Id.; See also Delgado, 466 U.S. at 216 ("interrogation relating to one's identity or a request for identification by the police does not, by itself, constitute a Fourth Amendment seizure").

Furthermore, the Court in Smith found that the officers did not restrict the defendant's freedom of movement, even though their positioning on either side of the telephone pole may have created the illusion of being restrained. Smith at 30. The court, stating that the officers "stood where they had to", noted that physical limitations on an individual's movement independent of police conduct do not turn an encounter with the police into a restraint of liberty. Id. (citing Bostick, 501 U.S. at 436). Similarly, in this case, the fact that three officers approached Benjamin in a small, crowded store does not turn the encounter into a seizure. If the officers were standing near the door when they approached Benjamin, it was because there was no other place for them to stand and not because they were trying to restrict Benjamin's movement or prevent him from leaving.

When viewed in light of the totality of the circumstances, an objectively reasonable person would have felt free to

terminate the encounter with the officers in the package store. Because the defendant was not seized under the Fourth Amendment when the officers first approached him, the encounter was valid at its inception.

II. EVEN IF THE OFFICER'S INITIAL ENCOUNTER WITH BENJAMIN DID CONSTITUTE A SEIZURE, IT WAS A VALID TERRY STOP SUPPORTED BY REASONABLE SUSPICION.

Even if, as Benjamin argues, he was seized from the outset of the encounter in the package store, the encounter began as a facially valid Terry stop. The officers had reasonable, articulable suspicion that Benjamin was actually Teixeira, who had an outstanding warrant for drug distribution that was to be executed that day. As such, the officers were justified in approaching and questioning Benjamin briefly to determine his identity.

In Terry v. Ohio, the Supreme Court held that an officer can stop and briefly detain an individual without probable cause for investigative purposes if the officer has a reasonable suspicion that the individual is engaged in criminal activity. 392 U.S. at 30; United States v. Sokolow, 490 U.S. 1, 7 (1989). The suspicion needed to justify a brief stop does not need to be severe because the intrusion is so limited. United States v. Velez-Saldana, 252 F.3d 49, 52 (1st Cir. 2001). To establish reasonable suspicion, officers cannot rely on hunches; they must be able to point to specific and articulable facts which, taken

together with rational inferences, justified the investigatory stop. Terry at 22. Evaluating the reasonableness of an investigatory stop involves two separate inquiries; first, whether the officer's actions were justified at their inception, and second, whether the scope of the stop was reasonable under the circumstances. Id. at 20; United States v. Maquire, 359 F.3d 71, 76-77 (1st Cir. 2004). The validity of a stop under Terry is to be evaluated in light of the totality of the circumstances. Maquire. at 76; Sokolow at 9.

Here, an analysis of the totality of the circumstances surrounding Benjamin's stop indicates that it was a valid Terry stop supported by reasonable suspicion. Specifically, the officers had a reasonable suspicion that Benjamin was in fact Teixeira, who the officers knew had an outstanding arrest warrant. When the officers saw Benjamin and Miranda walk down the driveway from Teixeira's house, they did not know who either of the men were. Additionally, the officers were unable to determine Benjamin's identity by looking at him because he was wearing a hooded sweatshirt that covered his face and head. At that point, the officer presumed that Benjamin could have been Teixeira because he was seen coming from Teixeira's house and because he was similar in appearance [height, weight and build] to Teixeira. Benjamin attempts to emphasize their dissimilarity in appearance by pointing out that Teixeira has

long bushy hair while Benjamin has a shaved head. Def.'s Motion at 2. However, since the officers could not see Benjamin's head because it was covered by a hood, this argument is wholly without merit.

It is of no matter here that, at the outset of the encounter, the officers were not investigating current criminal activity. In United States v. Hensley, the Supreme Court held that if the police have a reasonable suspicion that a person they encounter is wanted in connection with a completed felony, then a Terry stop can be made to investigate that suspicion. 469 U.S. 221, 230 (1985). Here, the purpose of the Terry stop was to prevent Teixeira from escaping arrest. The situation in this case falls squarely into the type of situation considered by the Court in Hensley: "where the police have been unable to locate a person suspected of involvement in a past crime, the ability to briefly stop that person, ask questions, or check identification . . . promotes the strong government interest in solving crimes and bringing offenders to justice." Id. While it is true that the officers who approached Benjamin were not part of the team assigned to execute Teixeira's warrant, they were merely trying to prevent Teixeira from escaping arrest, and the officers could have arrested Teixeira based on their knowledge of the outstanding warrant.

Given that the officers knew Teixeira had an outstanding

warrant and that they saw a man similar in appearance to Teixeira walking away from his house, they had reasonable, articulable suspicion to approach Benjamin and determine his identity. Thus, the officers' investigatory stop of Benjamin was justified at its inception and the first inquiry under Terry is satisfied.

The second inquiry under Terry is also satisfied here because the scope of the stop was reasonable under the circumstances. The officers approached Benjamin and questioned him briefly to determine whether or not he was Teixeira. This is exactly the type of conduct that is allowed under Terry. Terry at 27; United States v. Campa, 234 F.3d 733, 737 ("a police officer with reasonable suspicion of criminal activity may detain a suspect briefly for questioning aimed at confirming or dispelling his suspicions").

Moreover, Det. Grundy's pat-down of Benjamin's sweatshirt was also within the scope of a reasonable investigatory stop. In addition to permitting a brief investigatory stop on the basis of reasonable suspicion, Terry also permits a limited search for weapons based on a reasonable belief that an individual is armed and dangerous. 392 U.S. at 30; United States v. Campa, 234 F.3d 733, 737 (1st Cir. 2000). The search must be limited to "that which is necessary for the discovery of weapons," Terry at 26, and it typically consists of a limited patting of the outer clothing of the suspect. Campa at 737.

After Benjamin made the movement towards the front of his sweatshirt and Det. Grundy saw a large bulge there, Det. Grundy was warranted in his belief that Benjamin was armed and thus the pat down was justified. Courts addressing factual situations similar to the one in the instant case have found that a pat-down was warranted. United States v. Trullo; 809 F.2d 108, 113 (1st Cir. 1987) (officer was justified in doing a limited search of the defendant's outer clothing after noticing a bulge in his pocket); Pennsylvania v. Mimms, 434 U.S. 106, 112 (1977) (bulge in defendant's jacket permitted the officer to conclude that the defendant was armed). Additionally, the scope of the search for weapons was precisely within what is permitted under Terry. Det. Grundy patted down Benjamin's outer clothing only in the area where he suspected the weapon was concealed.

The above reasons, taken within the framework of a totality of the circumstances, demonstrate that reasonable suspicion existed and thus the officer's investigatory stop and pat-down search of Benjamin was valid under Terry. As such, the stop was justified from its inception and the loaded handgun found on Benjamin as a result of the pat-down is admissible.

CONCLUSION

WHEREFORE, for the above reasons the government respectfully

requests that this Court deny the Defendant's Motion to Suppress Evidence.

Respectfully submitted,

MICHAEL J. SULLIVAN
United States Attorney

By:

/s/Antoinette E.M. Leoney
ANTOINETTE E.M. LEONEY
Assistant U.S. Attorney

Date: November 14, 2005

CERTIFICATE OF SERVICE

Suffolk, ss.

Boston, Massachusetts
November 14, 2005

I, Antoinette E.M. Leoney, Assistant U.S. Attorney, certify that I caused a copy of the foregoing to be served by electronic court filing notice to Kevin J. Reddington, Esq., Law Offices of Kevin J. Reddington, Williamsburg Square, Suite 203, 1342 Belmont Street, Brockton, MA 02301.

/s/Antoinette E.M. Leoney
ANTOINETTE E.M. LEONEY
Assistant U.S. Attorney

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT**

SOUTH COAST ANTI-CRIME TEAM (S.C.A.T.)

This Agreement is entered into by and between the undersigned municipal corporations and public agencies.

WHEREAS, The undersigned parties are charged with the duty of enforcing the law and protecting their citizens from illegal activity; and

WHEREAS, The parties recognize that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within their jurisdiction and/or boundaries; and

WHEREAS, The parties recognize that certain law enforcement problems can be most effectively combated by the pooling of their resources and the joint exercise of their authorities and that the formation of a Multi-Jurisdictional Task Force best effectuates these objectives;

NOW THEREFORE, in consideration of the promises and terms contained herein and for further good and valuable consideration, the undersigned parties agree as follows:

I. PURPOSE AND MISSION

The purpose of this Agreement is to create a multi-jurisdictional task force to be known as the South Coast Anti-Crime Team (hereinafter "Task Force") and to set forth the responsibilities of the participating agencies of the Task Force.

The mission of the South Coast Anti-Crime Team will be to significantly diminish criminal activity in the jurisdictions of the undersigned parties, to apprehend the responsible offenders and otherwise enforce the laws of the states of the participating agencies thereby increasing public safety. Use of the Task Force concept is intended to ensure well coordinated law enforcement regionally and increase the flow of intelligence information among the participating agencies.

The Task Force will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities in the jurisdictions of the participating agencies.

- B. Development of intelligence data regarding criminal activities in the jurisdictions of the undersigned agencies.
- C. The accumulation and maintenance of intelligence files regarding such criminal activities.
- D. Dissemination of intelligence data and activities to the appropriate federal, state and local law enforcement or prosecutorial agencies.

II. GOVERNING STRUCTURE OF TASK FORCE

- A. The parties agree that the Task Force shall be governed by a "Task Force Executive Council" comprised of the department head of each participating agency. The Task Force Executive Council shall be responsible for the overall governance of the Task Force's operations including the selecting of investigative priorities and general operating procedures. The Executive Council shall also have the authority to approve or disapprove of any case plans for investigations, to approve the disbursements of any Task Force funds including grant funds, to make all decisions critical to the management of the Task Force and its investigation strategies and activities.
- B. Each member of the Executive Council shall have an equal vote in the conduct of its business. One member of the council will be elected Chairman/Chairwoman and will remain in that capacity for one year. The chairman/chairwoman shall be responsible for keeping all parties to the Agreement informed on all matters relating to the functions, expenditures, accomplishments and problems of the Task Force. An election for chairman/chairwoman will occur each year of the Task Force's existence on the anniversary of the first election for Executive Council Chairman/Chairwoman.
- C. The Council will convene on a monthly basis to conduct business and review Task Force activities. The chairman/chairwoman may call additional meetings as necessary. All acts and decisions of the council shall be made by a vote of a majority of the members. In emergency situations, the chairman/chairwoman may conduct a telephone poll of council members to resolve an issue.

III. OTHER ORGANIZATIONAL STRUCTURES OF TASK FORCE

- A. The parties agree that there shall be a "Task Force Coordinator" under the direction of the Executive Council. The Task Force Coordinator shall act as principal liaison and facilitator between the Executive Council and the Task Force

members. The Task Force Coordinator shall be responsible for keeping the Executive Council informed of all matters relating to the functions, expenditures, investigations, business and problems of the Task Force. The Coordinator shall prepare monthly reports for the Executive Council which shall include but not be limited to a narrative of Task Force activities in that month, expenditures and receipts for the month and manpower hours used per department.

- B. The Task Force Coordinator shall have supervisory control of personnel assigned to the Task Force and shall be responsible for overall supervision of all pending investigations, use of funds, overtime verifications, time keeping responsibilities and submission of each member's time tabulations to their respective parent agency. The coordinator shall also be responsible for making personnel recommendations ie removal from Task Force participation, discipline, etc.
- C. The Task Force Coordinator shall be appointed by the Executive Council and shall serve at their will and pleasure. The Task Force Coordinator shall be an officer drawn from the ranks of the undersigned parties.
- D. The position of Task Force Coordinator shall be a part time position. The parent agency of the Task Force Coordinator shall be reimbursed by the Task Force for the hours worked by the Coordinator on Task Force business. The Task Force shall reimburse the parent agency out of any and all grant funds that the Task Force may be awarded or any monies donated to the Task Force by participating agencies.
- E. The parties agree that Task Force personnel shall be police officers or deputy sheriffs of the undersigned agencies. Such officers or deputies shall, prior to appointment, have been afforded appropriate training as required by law and may not be subject to any current or pending disciplinary action. Each of the undersigned parties shall be responsible for the selection of their own members of the Task Force and may assign any personnel to Task Force duties as they see fit or proper. Any party, in their discretion, may assign support or secretarial staff to the Task Force.

IV. EXPENSES AND COMPENSATION OF TASK FORCE PERSONNEL

Unless otherwise provided for in this Agreement, each of the undersigned parties shall be responsible for its own equipment costs and for providing the salaries, benefits and overtime costs for its personnel assigned to or participating in the Task Force. All compensation and other benefits enjoyed by officers in their own jurisdictions shall extend to the services they perform under this Agreement. The costs for all such

compensation and benefits shall be borne by the employees' own agencies and/or municipalities.

Each of the undersigned parties shall be solely responsible for the payment of sick leave, retirement benefits, worker's compensation or Section 111F benefits, medical and death benefits to its respective employees participating in the Task Force or its activities should such benefits become payable as a result of the employees' involvement in the Task Force. It is agreed that all employees while traveling to or returning from Task Force activities shall be deemed to be on active duty with their own employing agency or municipality for all purposes. No provision in this Agreement shall limit a party's right under either statute or law to seek compensation or reimbursement from third parties for any benefits paid by the party to any of its employees as a result of an injury or death of the employee caused by the acts or omissions of the third party.

V. COMMAND AND CONTROL

All personnel and equipment assigned to the Task Force or its activities shall be under the command and control of the Executive Council of the Task Force, or their designee.

Personnel and equipment provided to the Task Force by any of the undersigned parties may be recalled at any time by the respective undersigned parties in their sole discretion. Such recall, however, may not occur during the personnel and/or equipments' actual use in Task Force's activities so as not to jeopardize the safety of Task Force personnel and the completion of its mission/activities.

The parties acknowledge and agree that all Task Force records shall remain the property of the Task Force and shall not be withheld or taken by any of the undersigned parties without the express authorization of the Executive Council. Said records shall be maintained for the period specified in the public records law of the Commonwealth. Said records shall only be copied and/or distributed upon authorization of the Executive Council. The term "records" shall mean any and all records of the Task Force including written materials, photos, videos, audio tape, computer records and discs or other materials as defined by the public records law of the Commonwealth as a "public record" whether or not exempt from public disclosure.

VI. AUTHORITY AND POWERS OF TASK FORCE PERSONNEL

All personnel assigned to the Task Force or its activities shall be deemed to be continuing under the employment of their own jurisdiction and shall have all of the same powers, privileges, responsibilities, immunities from liability and exemption from laws,

ordinances or regulations conferred upon them as law enforcement officers in their own jurisdictions unless otherwise prohibited by law.

All officers assigned to the Task Force or its activities shall have the powers of police officers, including the power of arrest, in all jurisdictions of the undersigned parties.

All parties agree to do whatever is necessary to insure that all officers assigned to the Task Force or its activities have the powers of police officers, including the power of arrest, in all jurisdictions of the undersigned parties including but not limited to the appointment of all assigned officers as special police officers or deputy sheriffs in all jurisdictions of the undersigned parties.

The parties to this Agreement acknowledge and agree that their participation in the Task Force and its activities shall constitute a rendering of mutual aid as permitted by law including, but not limited to, *M.G.L. c. 40, Section 8G*. The parties acknowledge that this Agreement shall constitute an agreement under the aforementioned *M.G.L. c. 40, Section 8G*, and nothing in this Agreement shall limit the authority granted to police officers as described in *M.G.L. c. 41, Section 99*.

VII. TRAINING

Each participating agency or municipality shall be responsible for training, including training required by law, their own personnel according to their own individual budgets.

Additional training may be provided through the Task Force in the discretion of the Executive Council.

VIII. ASSET FORFEITURE

Proceeds derived from an asset forfeiture, under federal or state law, initiated as a result of an investigation or activity of the Task Force shall be divided as follows:

- A. Fifty percent (50%) of the proceeds from an asset forfeiture will be directed to the Task Force in order to fund its operations and activities.
- B. The remaining fifty percent (50%) of the proceeds shall be shared equally among the undersigned parties to this Agreement.

IX. BUDGET AND ACCOUNTING

The Executive Council and Task Force Coordinator shall be responsible for the accounting of Task Force receipts and expenditures and insuring compliance with all laws in this regard.

Any and all fiscal records, receipts and reports of the Task Force shall be readily available for examination by any of the undersigned parties or other agencies, and auditors required by law. All such records shall be maintained by the Task Force indefinitely, unless otherwise agreed by the parties.

If any of the undersigned parties applies for or is a signatory to a grant on behalf of or for the benefit of the Task Force, that party shall be responsible for the accounting and administering of that grant.

The Executive Council may apply for and seek any and all grant funds it deems proper and necessary. All such grant funds received shall be utilized in compliance with the terms, conditions and requirements of the granting body.

X. ANNUAL REPORT

On or before March 1st of each year during this Agreement's existence, the Executive Council, with the assistance of the Task Force Coordinator, shall prepare an annual report of activity. This report will summarize the preceding year's operation and shall include a section for statistical data. The report shall contain sufficient information to enable the Executive Council to reassess Task Force goals, objectives and activities and for use in grant applications.

XI. LIABILITY AND INDEMNIFICATION

For the purposes of liability and indemnification, all personnel assigned to or participating in the Task Force shall be deemed to be continuing under the employment of their own agency or municipality and acting within the scope of their employment, for all lawful purposes. All privileges and immunities from liability enjoyed by each party within its boundaries shall extend to its participation in the Task Force's activities outside of its boundaries.

Each of the undersigned parties agrees to indemnify, defend and hold harmless the other undersigned parties and their officials, officers, employees and servants from and against

damage which the other parties, their officials, officers, employees and servants may sustain, incur or be required to pay arising out of or in connection with claims for personal injury or damages of any kind resulting solely from any acts or omissions of their employees or officers while participating in Task Force activities and acting in the scope of their employment which constitute liability within the scope of *M.G.L. c. 258* including, but not limited to, negligent action or inaction, intentional torts, or any other acts or omissions which constitute a violation of the civil rights of any person under federal or state law.

By entering into this Agreement, none of the parties have waived its governmental immunity which may be extended to them by operation of law including limitation of damages.

Each party's indemnity obligation under this Article shall be reduced to the extent by which the liability, damages or expense results from the negligence or misconduct of employees, agents or servants of any other party to this Agreement.

XII. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall remain in effect until terminated by all parties hereto upon a written memorandum setting forth the date of such termination. Any party may terminate their participation in this Agreement/Task Force by giving thirty (30) days written notice to all other parties of the Agreement. One or more parties' withdrawal from the Task Force shall not terminate this Agreement among the remaining parties.

XIII. SEVERABILITY

If any provisions of this Agreement is declared or found to be illegal, unenforceable or void, then all parties shall be released of all obligations under that provision. The remainder of this Agreement shall be enforced to the fullest extent possible or permitted by law.

XIV. WAIVERS

All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written agreement. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

XV. CHOICE OF LAW

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. All parties agree to bring any federal or state legal proceedings arising under this Agreement, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the others are a party.

XVI. AMENDMENTS

No Amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties.

XVII. HEADINGS

The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Agreement.

XVIII. PUBLICITY

Each party shall at all times obtain the prior written approval of the other parties before any of its officers, employees or officials during the term of this Agreement make any public statement or issue any material for publication, through any medium of communication, bearing on the activities, duties, work or policies of the Task Force and/or its personnel except that the Task Force Coordinator shall be authorized to communicate any information to other agencies or the public deemed necessary for Task Force activities or operations without the written approval of the parties to the Agreement. Furthermore, the Coordinator shall be authorized to answer news media requests or make press releases regarding the day to day activities of the Task Force. Should the Coordinator make such answers, he/she shall notify the chairman/chairwoman of the Executive Council as soon as possible thereafter. No other Task Force member shall be authorized to make any public statement or issue any material for publication on Task Force activities, duties, work or policies. Each of the undersigned parties shall notify their employees assigned to the Task Force of this restriction.

XIV. MULTIPLE COPIES

This Agreement is executed in several counterparts each of which shall be deemed to be an original copy of this Agreement and shall have the force and effect as such.

08/16/2005 14:55 FAX 508 995 7835

FAX NO. :

BCSO

Aug. 18 2005 03:30PM P3
0001

THOMAS M. HODGSON
SHERIFF

THE COMMONWEALTH OF MASSACHUSETTS

OFFICE OF THE
BRISTOL COUNTY SHERIFF

400 Faunce Corner Road
North Dartmouth, MA 02747

TEL: (508) 995-1311

FAX: (508) 995-7836

August 16, 2004

Edward A. Flynn, Secretary of Public Safety
Commonwealth of Massachusetts
Executive Office of Public Safety
One Ashburton Place
Boston, MA 02108

Dear Mr. Secretary:

I am writing this letter of support on behalf of a multijurisdictional Southeastern Massachusetts Regional Planning Collaborative. Barnstable Sheriff James M. Cummings has requested the Bristol County Sheriff's Office collaboration in forming this multijurisdictional group in response to Byrne Grant funding for innovative approaches to criminal justice challenges. The Bristol County Sheriff's Office is fully committed to the success of this effort. I believe that this effort will meet many of the goals that your Office has established. It will be a regional effort intended to examine our current services and integrate what we learn into providing effective reentry services.

I am fully committed to participating in this program and look forward to working in conjunction with Sheriff Cummings and the other participants. Working together, the criminal justice, law enforcement, and social service agencies can evaluate the current use of reintegration services and identify common gaps, challenges, and barriers within our individual agencies and jurisdictions. Moving to address these challenges regionally will allow us to enhance our pool of resources much more than any single department or county correctional facility can do in isolation.

I look forward to participating in this collaborative and I look ahead to the benefits of offering regional aftercare services in Southeastern Massachusetts.

Please feel free to contact me directly for further comment.

Sincerely,

Thomas M. Hodgson,
Sheriff of Bristol County

AUG-18-05 THU 3:09 PM

508 995 7835

P. 1

070

Memorandum of Agreement/South Coast Anti-Crime Task Force

IN WITNESS WHEREOF, the parties execute this Agreement on the 12th day of August, 2004

BRISTOL COUNTY SHERIFF'S OFFICE

Signed By:



Print Name:

Thomas M. Hodgson

Print Title:

Sheriff of Bristol County

Address:

400 Faunce Corner RoadNorth Dartmouth, MA 02747

Telephone:

508-595-1311

071



CITY OF TAUNTON POLICE DEPARTMENT

CHIEF

RAYMOND L. O'BERG

23 SUMMER STREET
TAUNTON, MA 02780
508-821-1471

August 16, 2004

Ms. Janet Connolly, Grant Manager
Executive Office of Public Safety
Programs Division
One Ashburton Place, Suite 2110
Boston, MA 02110

Dear Ms. Connolly:

The Taunton Police Department remains strongly committed to the South Coast Anti-Crime Task Force and acknowledges the matching requirements of the Edward Byrne Memorial Local Law Enforcement Assistance Grant Program. The Taunton Police Department along with the other departments will designate the 50 % matching funds to the South Coast Anti-Crime Task Force (SCAT). The source of the match will be drug forfeiture funds, department appropriated overtime funds, and department appropriated operating expenses.

The Taunton Police Department will continue to dedicate personnel, communications equipment, operational supplies, and other resources as needed. The Taunton Police Department will continue to work in conjunction with Chief James Smith and the other SCAT communities to coordinate investigative and enforcement efforts that are essential to the control of drugs, violence, gangs, illegal firearms, organized crime, and terrorism.

If you have any further questions with regard to the involvement of the Taunton Police Department in SCAT, please do not hesitate to contact me at 508-821-1471.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond O'Berg", is written over a horizontal line.

Raymond O'Berg
Chief of Police

Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant FY 04
Memorandum of Agreement/South Coast Anti-Crime Task Force

August 12, 2004

IN WITNESS WHEREOF, the parties execute this Agreement on the 16th day of August 2004.

CITY OF TAUNTON

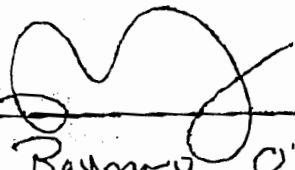
Signed By:

Print Name:

Print Title:

Address:

Telephone:



Raymond O'Brien

Chief

23 Summer Street

Taunton MA 02780

508-821-1471

073



POLICE DEPARTMENT
DIGHTON, MASSACHUSETTS
(508) 669-6711
FAX (508) 669-6740



August 16, 2004

Ms. Janet Connolly, Grant Manager
Executive Office of Public Safety
Programs Division
One Ashburton Place, Suite 2110
Boston, MA 02110

Dear Ms. Connolly:

The Dighton Police Department remains strongly committed to the South Coast Anti-crime Task Force and acknowledges the matching requirements of the Edward Byrne Memorial Local Law Enforcement Assistance Grant Program. The Dighton Police Department along with the other departments will designate the 50% matching Funds to the South Coast Anti-Crime Task Force (SCAT). The source of the match will be drug forfeiture funds, department appropriated overtime funds, and department appropriated operating expenses.

The Dighton Police Department will continue to dedicate personnel, communications equipment, operational supplies and other resources as needed. The Dighton Police Department will continue to work in conjunction with Chief James Smith and the other SCAT communities to coordinate investigative and enforcement efforts that are essential to the control of drugs, violence, gangs, illegal firearms, organized crime and terrorism.

If you have any further questions with regard to the involvement of the Dighton Police Department in SCAT, please do not hesitate to contact me at Dighton Police Department 508 669-6711.

Sincerely,

Robert L. MacDonald
Chief of Police

RLM/klb

074

08/16/2005 14:57 FAX 308 885 7835

BCSO

0005

Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant FY 04
Memorandum of Agreement/South Coast Anti-Crime Task Force

August 12, 2004

IN WITNESS WHEREOF, the parties execute this Agreement on the 16th day of August, 2004.

TOWN OF DIGHTON, MA

Signed By:

Robert L. MacDonald

Print Name:

Chief Robert L. MacDonald

Print Title:

Chief of Police

Address:

Dighton Police Department

1551 Somerset Ave.

Telephone:

Dighton, MA 02715

August 12, 2004

Ms. Janet Connolly, Grant Manager
Executive Office of Public Safety
Programs Division
One Ashburton Place, Suite 2110
Boston, MA 02110

Dear Ms. Connolly:

The Somerset Police Department remains strongly committed to the South Coast Anti-crime Task Force and acknowledges the matching requirements of the Edward Byrne Memorial Local Law Enforcement Assistance Grant Program. The Somerset Police Department along with the other departments will designate the 50% matching funds to the South Coast Anti-Crime Task Force (SCAT). The source of the match will be drug forfeiture funds, department appropriated overtime funds, and department appropriated operating expenses.

The Somerset Police Department will continue to dedicate personnel, communications equipment, operational supplies, and other resources as needed.

The Somerset Police Department will continue to work in conjunction with the other SCAT communities to coordinate investigative and enforcement efforts that are essential to the control of drugs, violence, gangs, illegal firearms, organized crime, and terrorism.

If you have any further questions with regard to the involvement of the Somerset Police Department in SCAT, please do not hesitate to contact me at 508-679-2138

Sincerely,
Chief James M. Smith

076

AUG-18-05 THU 3:11 PM

508 995 7935

P. 7

FAX NO. 5089914660

18-05 THU 3:55 PM BCSO LAW ENFORCEMENT

Memorandum of Agreement/South Coast Anti-Crime Task Force

IN WITNESS WHEREOF, the parties execute this Agreement on the 13th day of August, 2004.

TOWN OF SOMERSET

Signed By:

Print Name:

Print Title:

Address:

Telephone:

James M. Smith
JAMES M. SMITH
CHIEF OF POLICE
SOMERSET POLICE DEPT.
465 COUNTRY ST., SOMERSET, MA 02726
508-679-2138

077

August 12, 2004

Ms. Janet Connolly, Grant Manager
Executive Office of Public Safety
Programs Division
One Ashburton Place, Suite 2110
Boston, MA 02110

Dear Ms. Connolly:

The Seekonk Police Department remains strongly committed to the South Coast Anti-crime Task Force and acknowledges the matching requirements of the Edward Byrne Memorial Local Law Enforcement Assistance Grant Program. The Seekonk Police Department along with the other departments will designate the 50% matching funds to the South Coast Anti-Crime Task Force (SCAT). The source of the match will be drug forfeiture funds, department appropriated overtime funds, and department appropriated operating expenses.

The Seekonk Police Department will continue to dedicate personnel, communications equipment, operational supplies, and other resources as needed.

The Seekonk Police Department will continue to work in conjunction with Chief James Smith and the other SCAT communities to coordinate investigative and enforcement efforts that are essential to the control of drugs, violence, gangs, illegal firearms, organized crime, and terrorism.

If you have any further questions with regard to the involvement of the Seekonk Police Department in SCAT, please do not hesitate to contact me at 508-336-8123

Sincerely,
Chief Vito J. Scotti

078

AUG-18-05 THU 3:12 PM

508 995 7835

P. 12

P. 3

FAX NO. 5089914660

18-05 THU 3:56 PM BCSO LAWENFORCEMENT

IN WITNESS WHEREOF, the parties execute this Agreement on the 13th day of August, 2004.

TOWN OF SEEKONK

Signed By:

Chief Vito J. Scotti

Print Name:

Vito J. Scotti

Print Title:

CHIEF OF POLICE

Address:

124 TAUNTON AVENUE

SEEKONK, MA. 02771

Telephone:

(508) 336-8423 (508) 336-2676 -FAX

079

800-8-05 THU 3:12 PM

508 995 7835

P. 9

P. 4

FAX NO. 5089914660

18-05 THU 3:56 PM BCSO LAW ENFORCEMENT

August 12, 2004

Ms. Janet Connolly, Grant Manager
Executive Office of Public Safety
Programs Division
One Ashburton Place, Suite 2110
Boston, MA 02110

Dear Ms. Connolly:

The Swansea Police Department remains strongly committed to the South Coast Anti-crime Task Force and acknowledges the matching requirements of the Edward Byrne Memorial Local Law Enforcement Assistance Grant Program. The Swansea Police Department along with the other departments will designate the 50% matching funds to the South Coast Anti-Crime Task Force (SCAT). The source of the match will be drug forfeiture funds, department appropriated overtime funds, and department appropriated operating expenses.

The Swansea Police Department will continue to dedicate personnel, communications equipment, operational supplies, and other resources as needed.

The Swansea Police Department will continue to work in conjunction with Chief James Smith and the other SCAT communities to coordinate investigative and enforcement efforts that are essential to the control of drugs, violence, gangs, illegal firearms, organized crime, and terrorism.

If you have any further questions with regard to the involvement of the Swansea Police Department in SCAT, please do not hesitate to contact me at 508-675-0760

Sincerely,
Chief George Arruda

080

400-16-05 THU 3:13 PM

508 995 7335

P. 12

P. 5

FAX NO. 5089914660

BCSO LAWENFORCEMENT 3:57 PM THU 11-18-05

IN WITNESS WHEREOF, the parties execute this Agreement on the 13TH day of August, 2004.

TOWN OF SWANSEA

Signed By:

George Arreda

Print Name:

GEORGE ARREDIA

Print Title:

CHIEF of Police

Address:

111 BARBERS NECK ROAD

SWANSEA MA 02777

Telephone:

(508) 675-0760

081

AUG-16-05 THU 3:12 PM

508 995 7835

P. 11

P. 6

FAX NO. 5089914660

BCSO LAW ENFORCEMENT 3:57 PM

August 12, 2004

Ms. Janet Connolly, Grant Manager
Executive Office of Public Safety
Programs Division
One Ashburton Place, Suite 2110
Boston, MA 02110

Dear Ms. Connolly:

The Rehoboth Police Department remains strongly committed to the South Coast Anti-crime Task Force and acknowledges the matching requirements of the Edward Byrne Memorial Local Law Enforcement Assistance Grant Program. The Rehoboth Police along with the other departments will designate the 50% matching funds to the South Coast Anti-Crime Task Force (SCAT). The source of the match will be drug forfeiture funds, department appropriated overtime funds, and department appropriated operating expenses.

The Rehoboth Police will continue to dedicate personnel, communications equipment, operational supplies, and other resources as needed.

Rehoboth Police Department will continue to work in conjunction with Chief James Smith and the other SCAT communities to coordinate investigative and enforcement efforts that are essential to the control of drugs, violence, gangs, illegal firearms, organized crime, and terrorism.

If you have any further questions with regard to the involvement of the Rehoboth Police Dpt. in SCAT, please do not hesitate to contact me at (508) 252-3722.

Sincerely,

Norman J. Miranda, Jr.
Chief of Police

082

AUG-12-05 THU 3:13 PM

508 995 7835


P. 14

FAX NO. 5089914660

18-05 THU 3:57 PM BCSO LAW ENFORCEMENT

IN WITNESS WHEREOF, the parties execute this Agreement on the _____ day of August, 2004.

TOWN OF REHOBOTH

Signed By: 
Print Name: Norman J. Miranda Jr.
Print Title: Chief of Police
Address: 334 Anawan Street
Rehoboth, MA 02769
Telephone: (508) 252-3722

083

06-12-05 THU 3:13 PM

508 595 7835

P. 15

FAX NO. 5089914660

BCSO LAW ENFORCEMENT 09-09 THU 3:58 PM

EXHIBIT B



T-2

User: kramer

This Page Includes a Juvenile Record

Basic Person Information

Name: JESSE SANTOS TEIXEIRA

Address: 66 COHANNET ST 1

City: TAUNTON

State/Zip: MA 02780

Gender: MALE

Height: 72 Weight: 170

DOB: 05/14/1987 Age: 17

SSN #: 017687287

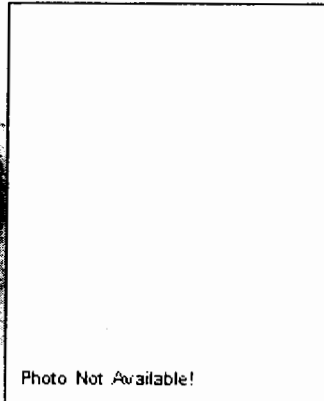
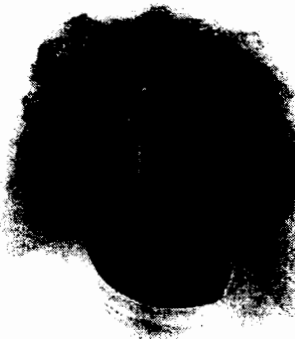


Photo Not Available!

Taunton High School

Physical Characteristics

Hair Color	Eye Color	Build	Complexion
BROWN	BROWN	MEDIUM	MEDIUM
Scars Marks and Tattoos			

Personal Data

Race	Ethnicity	Residency
BLACK	NOT OF HISPANIC ORIGIN	RESIDENT
Home Phone	Work Phone	Cell Phone
5088284242		
Marital Status	Spouse	Maiden Name
UNMARRIED		
Mother	Mothers Maiden Name	Father
LOUISA	SANTOS	BENJAMIN
Birth City	Birth State	Citizen
BROCKTON	MA	
License #	State	Class
		Date




Booking Report

☒ ADULT ☐ JUVENILE

Not For Public Release

Date/Time Printed: Sun Jan 30 19:47:54 EST 2005 By: mgrundy

Booking Information			
Agency	Booking Number	Date Of Booking	Review Status
TAU-PD	TTAU004003141	12/16/2004 16:49:50	COMPLETED
Event Type	File #	ID Source	MNI #
ARREST	4026247	KNOWN TO ARRESTING OFFICER	300003729
Basic Information			
Name			
JESSE SANTOS TEIXEIRA			
Address			
66 COHANNET ST 1 TAUNTON MA 02780			
DOB	Age		
05/14/1987	17		
Social Sec #	Gender		
017687287	M		

Warrant Charges

TEIXEIRA JESSE SANTOS Booking # : TTAU004003141

Warrant # 1 STANDARD WARRANT			
Warrant: Agency	Dt Warrant	ID	
TAUNTON	12/16/2004	W6458415	
Adress	City	State	Zip Code
Issuing Court	Court Type	Court State	
TAUNTON	DISTRICT COURT	MA	
Charge # 1			
Charge Code	Charge Desc	Counts	
94C/32A/E	DRUG, DISTRIBUTE CLASS B c94C S32A	1	
Charge Notes			

Bail

Bail		
Amount \$3040.00	Bail Set By JOSEPH COSENTINO	Date Bail Set 12/17/2004 02:46:35
Bail Terms		
Paid By Self Y	Bail Payor (if Not Self)	Date Bail Paid

Event Information

TEIXEIRA JESSE SANTOSBooking # : TTAU004003141

Event Information			
Custody Date 12/16/2004 16:47:00	Street # 66	Street Name COHANNET ST	Apartment #
City TAUNTON	State MA	Zipcode	Common Place
Cross Street	Reporting Area 201	Business Name	

Finger Prints

TEIXEIRA JESSE SANTOSBooking # : TTAU004003141

Finger Prints			
SID #	FBI #	Prints Taken? N	Print #
Print Officer	Date/Time Taken		State Prob Num

Authorization

TEIXEIRA JESSE SANTOSBooking # : TTAU004003141

Authorization		
Booking Officer 361 NICHOLS, E	Signature	Date/Time Entered 12/16/2004 16:49:50
Approved By	Signature	Date/Time Approved

Personal Characteristics

Case 1:05-cr-10059-DPW Document 31-3 Filed 11/14/2005 Page 5 of 15

TEIXEIRA JESSE SANTOS Booking # : TTAU004003141

Personal Data / Characteristics		
Home Phone 5088284242	Work Phone	Cell Phone
Race BLACK	Ethnicity NOT OF HISPANIC ORIGIN	Residency RESIDENT
Height 72	Weight 170	Build MEDIUM
Hair Color BROWN	Eye Color BROWN	Complexion MEDIUM
Marital Status UNMARRIED	Spouse	Maiden Name
Mother LOUISA	Mothers Maiden Name SANTOS	Father BENJAMIN
Birth City BROCKTON	Birth State MA	Citizen
License #	Class State	Date
Scars Marks and Tattoos		
Occupation STUDENT	Employer TAUNTON HIGH	Employer Phone
Employer Address TAUNTON		

Medical Information

TEIXEIRA JESSE SANTOS Booking # : TTAU004003141

Medical			
Suicidal N	Injured N	Physician	Treatment Location

Custody

TEIXEIRA JESSE SANTOS Booking # : TTAU004003141

Custody	
Status IN PROGRESS	Location HOLDING AREA
Status Date 12/16/2004 16:49:50	Status Updated By (361) NICHOLS, E
Notes Regarding Custody	

Custody

Case 1:05-cr-10059-DPW Document 31-3 Filed 11/14/2005 Page 6 of 15

Status, IN CELL	Location JUV
Status Date 12/16/2004 16:54:00	Status Updated By (361) NICHOLS, E
Notes Regarding Custody	

Custody

Status RELEASED	Location RELEASED
Status Date 12/17/2004 02:46:02	Status Updated By (227) CASEY, R
Notes Regarding Custody	

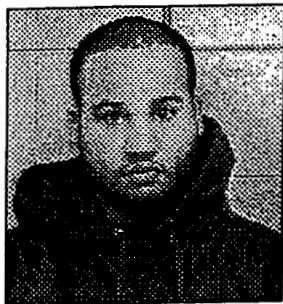
Officer Roles

TEIXEIRA JESSE SANTOSBooking # : TTAU004003141

Officers		
Officer	Role	Date Performed
361 NICHOLS, E	BOOKING	12/16/2004 16:49:50
269 GRUNDY, M	ARRESTING	12/16/2004 16:50:14
361 NICHOLS, E	SUICIDE	12/16/2004 16:53:43
247 GALLAGHER, J	OIC	12/16/2004 16:53:26

EXHIBIT C

Book Memo



Cin#: 133630
 Book#: 0413441
 Name: Benjamin, Chad,

Alias: Ssno: 028-62-2530
 Address: 19 STANLEY AVE City: TAUNTON State: MA Zip:
 Birth: BOSTON DOB: 02/25/1978 Age: 26
 Height: 511 Foreign Born: No Weight: 190 Complexion: MBR
 Eyes: BRO Build: MED Hair: BLK Sex: M Race: BLK
 Father's Name: ERNEST BENJAMIN Birthplace: BOSTON
 Address: DECEASED City: State: Zip:
 Mother's Name(Maiden): DOTTI WHIT Birthplace:
 Address: City: State: Zip:
 Marital Status: MA Number of Children: 3
 Wife's Name(Maiden):
 Address: SAME AS BOOK 1 City: State: Zip:

Emergency Notification Information

Name: LATOYA	Relation: WIFE
Address: SAME AS BOOK 1	Phone: 508-828-9406

Religion: Occupation: TEMP AGENCY Education: 8
 Veteran: No Citizen: Yes
 Physical Condition: GOOD Drug/Alcohol Dependency: NO
 Last Worked: CURRENTLY

Distinguishing Marks: LEFT ARM SCAR TATOO LFT ARM

Warrants: No Type of Risk: STG: NO
 Incarceration History: YES

Court Information

DOC: 12/17/2004 05:21	Court: 631	Arrest Agency: TAU
Charge: 269/10	Bail: \$20,040	
Cont. Date: 12/17/2004	OBTN: TTAU004003138	
Date Rel: 12/17/2004 09:20	Rel Type: REL	Rel Comments: STC 1ST

Comments: NONE

Booking Officer: PJL




Booking Report

☒ ADULT ☐ JUVENILE

Not For Public Release

Date/Time Printed: Sun Jan 30 19:58:21 EST 2005 By: mgrundy

Booking Information			
Agency	Booking Number	Date Of Booking	Review Status
TAU-PD	TTAU004003138	12/16/2004 15:40:11	COMPLETED
Event Type	File #	ID Source	MNI #
ARREST	4026237	KNOWN TO ARRESTING OFFICER	400000624
Basic Information			
Name			
CHAD ERNEST BENJAMIN			
Address			
19 STANLEY AVE 1 TAUNTON MA 02780			
DOB		Age	
02/25/1978		26	
Social Sec #		Gender	
028622530		M	

Charges

BENJAMIN CHAD ERNEST Booking # : TTAU004003138

Charge # 1		
Charge Code	Charge Desc	Counts
269/10/J	FIREARM, CARRY WITHOUT LICENSE c269 S10	1
Dt Charged	Charge Notes	
12/16/2004 15:42:00	FIREARM, CARRY WITHOUT LICENSE C269 S10	
Charge # 2		
Charge Code	Charge Desc	Counts
94C/40	CONSPIRACY TO VIOLATE DRUG LAW c94C S40	1
Dt Charged	Charge Notes	
12/16/2004 15:43:00	CONSPIRACY TO VIOLATE DRUG LAW C94C S40	
Charge # 3		
Charge Code	Charge Desc	Counts
94C/32E/A	COCAINE, TRAFFICKING IN c94C S32E	1
Dt Charged	Charge Notes	
12/16/2004 15:46:00	COCAINE, TRAFFICKING IN C94C S32E	

Bail

Case 1:05-cr-10059-DPW

Document 31-3

Filed 11/14/2005

Page 10 of 15

BENJAMIN CHAD ERNEST

Booking #: TTAU004003138

Bail		
Amount	Bail Set By	Date Bail Set
Bail Terms		
Paid By Self	Bail Payor (if Not Self)	Date Bail Paid

Event Information

BENJAMIN CHAD ERNEST Booking #: TTAU004003138

Event Information			
Custody Date 12/16/2004 15:37:00	Street # 48	Street Name COHANNET ST	Apartment #
City TAUNTON	State MA	Zipcode	Common Place
Cross Street	Reporting Area 201	Business Name EAGAN'S PACKAGE STORE	

Finger Prints

BENJAMIN CHAD ERNEST Booking #: TTAU004003138

Finger Prints			
SID #	FBI #	Prints Taken? N	Print #
Print Officer	Date/Time Taken		State Prob Num

Authorization

BENJAMIN CHAD ERNEST Booking #: TTAU004003138

Authorization		
Booking Officer 361 NICHOLS, E	Signature	Date/Time Entered 12/16/2004 15:40:11
Approved By	Signature	Date/Time Approved

Personal Characteristics

BENJAMIN CHAD ERNEST

King #: TTAU004003138

Case 1:05-cr-10059-DPW

Document 31-3

Filed 11/14/2005

Page 11 of 15

Personal Data / Characteristics		
Home Phone	Work Phone	Cell Phone
Race BLACK	Ethnicity NOT OF HISPANIC ORIGIN	Residency RESIDENT
Height 511	Weight 190	Build MEDIUM
Hair Color BLACK	Eye Color BROWN	Complexion LIGHT BROWN
Marital Status	Spouse	Maiden Name
Mother DOROTHY	Mothers Maiden Name WHITE	Father ERNEST
Birth City BOSTON	Birth State MA	Citizen
License #	Class State	Date
Scars Marks and Tattoos		
Occupation	Employer	Employer Phone
Employer Address		

Medical Information

BENJAMIN CHAD ERNEST Booking #: TTAU004003138

Medical			
Suicidal	Injured	Physician	Treatment Location
N	N		

Custody

BENJAMIN CHAD ERNEST Booking #: TTAU004003138

Custody	
Status IN PROGRESS	Location HOLDING AREA
Status Date 12/16/2004 15:40:11	Status Updated By (361) NICHOLS, E
Notes Regarding Custody	

Status IN CELL	Location MALE 1
Status Date 12/16/2004 15:49:00	Status Updated By (361) NICHOLS, E
Notes Regarding Custody	
Custody	
Status IN CELL	Location MALE 5
Status Date 12/16/2004 20:02:58	Status Updated By (320) CORR, P
Notes Regarding Custody	
Custody	
Status TRANSFERRED	Location ASH ST HOC
Status Date 12/17/2004 00:32:02	Status Updated By (240) COELHO, J
Notes Regarding Custody	
Custody	
Status RELEASED	Location RELEASED
Status Date 12/20/2004 20:04:02	Status Updated By (327) MCCABE, D
Notes Regarding Custody	

Officer Roles

BENJAMIN CHAD ERNEST *Booking #* : TTAU004003138

Officers		
Officer	Role	Date Performed
361 NICHOLS, E	BOOKING	12/16/2004 15:40:11
269 GRUNDY, M	ARRESTING	12/16/2004 15:40:35
361 NICHOLS, E	SUICIDE	12/16/2004 15:49:10
247 GALLAGHER, J	OIC	12/16/2004 15:49:03

EXHIBIT D

TAUNTON POLICE DEPT
TAUNTON, MA**Investigative Report #4026237****Not For Public Release**Date/Time Printed: **Tue Jan 25 19:03:52 EST 2005** By: **mgrundy**

Case Title

Location **48 COHANNET ST**

Date/Time Reported

Date/Time Occurred

12/16/2004 15:37:00

to

Incident Type/Offense **COCAINE, TRAFFICKING IN c94C S32E (94C/32E/A)**Reporting Officer **GRUNDY, M (269)****Persons**

Role	Name	Sex	Race	Age	DOB	Home Phone	Address
WITNESS	DYKAS, JAMES					508-824-7522	TAUNTON POLICE ,
WITNESS	RYAN, GREGG						SWANSEA POLICE DEPT ,
WITNESS	O'NEIL, JACK						SOUTH COAST ANTI CRIME
WITNESS	WILLIAMS, CHRISTOPHER						TAUNTON POLICE , MA

Offenders

Status	Name	Sex	Race	Age	DOB	Home Phone	Address
DEFENDANT	BENJAMIN, CHAD ERNEST	MALE	BLACK	26	02/25/1978		19 STANLEY AVE TAUNTON, MA
DEFENDANT	MIRANDA, EDSON	MALE	BLACK	25			ST BROCKTON, MA

Narrative

On 12/ 16/04 at Approach. 1537hrs., while proceeding to 66 Cohannet street to execute an arrest warrant, with the aboved named officers, I observed two black male subjects to walk out of the driveway, one of them wearing a hood covering his head and face. I was unable to determine identity of the subject at this time. I then observed the subjects to walk into Eagan's Package Store, 48 Cohannet St. At this time we entered the Package store wearing police raid jackets and badges exposed. As I approached the two males, I observed one of them, later identified as Chad Benjamin, to place his hand over the front lower part of his sweatshirt. At this time I observed a large bulge in the area of his hands. I ordered him to put his hands up, I felt the object and immediately knew it to be a handgun. Benjamin was then brought to the floor where the weapon a Smith & Wesson .380 Cal pistol (RAE4179) loaded with six rounds, was secured. The second subject, Edson Miranda was then ordered to the floor. Both subjects appeared to be moving their hands under their bodies, Benjamin was then handcuffed and turned over, at this time I discovered a large glassine bag containing 25 smaller glassine bags containing crack cocaine. A field test by Det. Williams showed a positive reaction to crack cocaine.

Chad Benjamin will be charged with : Unlawfull possession of a firearm possession of a firearm during the commision of a felony , Trafficking in cocaine

Edson Miranda will be charged with : Trafficking in class B cocaine.

The cocaine was weighed by this officers the total being 15 grams.

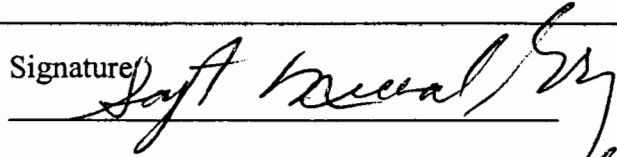
001

Respectfully Submitted,

Det. Sgt. Michael Grundy

Reporting Officer GRUNDY, M

Signature

A handwritten signature in black ink, appearing to read "Det. Sgt. Michael Grundy", written over a horizontal line.

Reviewed By GRUNDY, M

Signature

A handwritten signature in black ink, appearing to read "Det. Sgt. Michael Grundy", written over a horizontal line.

EXHIBIT E

***** WARNING ***** WARNING *****

THIS INFORMATION IS CORI. IT IS NOT SUPPORTED BY FINGERPRINTS.
PLEASE CHECK THAT THE NAME REFERENCED BELOW MATCHES THE NAME AND DATE OF BIRTH
OF THE PERSON REQUESTED.

COMMONWEALTH OF MASSACHUSETTS
CRIMINAL HISTORY SYSTEMS BOARD

*** PERSONS COURT SUMMARY ***

AM: BENJAMIN, CHAD FORMAL-NAM: CHAD PCF: 00001756491
OB: 02/25/78 SEX: M RAC: B POB: DORCHESTER MA SSN: 028622530
OM: DOROTHY WHITE POP: ERNEST HGT: 511 WGT: 180 HAI: BLK EYE: BRO
DDRESS: 19 STANLEY AVE #1 TAUNTON MA

***** ADULT APPEARANCES *****

RRAIGNMENT: (001)

ARG-DATE: 12/17/04 PD: TAU COURT: TAUNTON DISTRICT
OFF: POSS FIREARM W/O PERMIT
DISP: C 3/24/05

DKT#: 0431CR4829A
FIR POSS WO PERM
STATUS: O WPD:

RRAIGNMENT: (002)

ARG-DATE: 12/17/04 PD: TAU COURT: TAUNTON DISTRICT
OFF: FIREARM VIOLATION(SPECIFY) USE IN FELONY
DISP: C 3/24/05

DKT#: 0431CR4829B
FIR
STATUS: O WPD:

RRAIGNMENT: (003)

ARG-DATE: 12/17/04 PD: TAU COURT: TAUNTON DISTRICT
OFF: TRAFFICKING CONT SUB B
DISP: C 3/24/05

DKT#: 0431CR4829C
CSA TRAFF
STATUS: O WPD:

RRAIGNMENT: (004)

ARG-DATE: 12/17/04 PD: TAU COURT: TAUNTON DISTRICT
OFF: TRAFFICKING CONT SUB B
DISP: C 3/24/05

DKT#: 0431CR4829D
CSA TRAFF
STATUS: O WPD:

023

RRAIGNMENT: (005)

ARG-DATE: 12/12/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: FIREARM VIOLATION(SPECIFY) UNL POSS
DISP: C 1/11/01 (JT) 5/4/01 G 18MO SPS 6MO CMTD BAL SS

DKT#: 0015CR009628A
FIR
STATUS: C WPD:

RRAIGNMENT: (006)

ARG-DATE: 12/12/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: FIREARM VIOLATION(SPECIFY) UNL POSS
DISP: C 1/11/01 (JT) 5/4/01 G 18MO SPS 6MO CMTD BAL SS
5/2/03 TERM

DKT#: 0015CR009628B
FIR
STATUS: C WPD:

RRAIGNMENT: (007)

ARG-DATE: 12/12/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: POSS TO DISTRIBUTE CLASS B
DISP: C 1/11/01 (JT) 5/4/01 DISM

DKT#: 0015CR009628C
CSA POSS DIST B
STATUS: C WPD:

RRAIGNMENT: (008)

ARG-DATE: 12/12/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: POSS CLASS B CONT SUB
DISP: C 1/11/01 (JT) 5/4/01 DISM

DKT#: 0015CR009628D
CSA POSS B
STATUS: C WPD:

RRAIGNMENT: (009)

ARG-DATE: 12/12/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: POSS TO DISTRIBUTE CLASS D
DISP: C 1/11/01 (JT) 5/4/01 DISM

DKT#: 0015CR009628E
CSA POSS DIST D
STATUS: C WPD:

RRAIGNMENT: (010)

ARG-DATE: 12/12/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: POSS CLASS D CONT SUB
DISP: C 1/11/01 (JT) 5/4/01 DISM

DKT#: 0015CR009628F
CSA POSS D
STATUS: C WPD:

RRAIGNMENT: (011)

ARG-DATE: 10/30/00 PD: QUI COURT: QUINCY DISTRICT
OFF: OPER UND INFL OF LIQ
DISP: 12/19/00 DF WAR 2/12/01 D/R 3/29/01 (JT) 6/29/01
NG

DKT#: 0056CR006578A
111A
STATUS: C WPD:

RRAIGNMENT: (012)

ARG-DATE: 10/30/00 PD: QUI COURT: QUINCY DISTRICT
OFF: OPER NEGLIGENTLY
DISP: 12/19/00 DF 2/12/01 D/R 3/29/01 (JT) 6/29/01 G
6MO CMTD VWF F/A 0015CR009628

DKT#: 0056CR006578B
MV OP NEG
STATUS: C WPD:

RRAIGNMENT: (013)

ARG-DATE: 10/30/00 PD: QUI COURT: QUINCY DISTRICT
OFF: LEAVING SCENE:PROPERTY DAMAGE
DISP: 12/19/00 DFD/R 3/29/01 (JT) 6/29/01 G PROB 11/2/03
REST VN 4/28/03 VOP WAR 5/15/03 D/R PD TERM

DKT#: 0056CR006578E
113A
STATUS: C WPD:

Case 05-01030-1 Document 31-1 Filed 11/14/2005 Page 4 of 15
RRAIGNMENT: (014)
ARG-DATE: 06/05/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: POSS CLASS B CONT SUB COCAINE CSA POSS B
DISP: C 6/29/00 DISM STATUS: C WPD:

RRAIGNMENT: (015)
ARG-DATE: 06/05/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: RESISTING ARREST
DISP: C 6/29/00 DISM
DKT#: 0015CR004144B
RESIST ARST
STATUS: C WPD:

RRAIGNMENT: (016)
ARG-DATE: 05/30/00 PD: BRO COURT: PLYMOUTH SUPERIOR
OFF: ROBBERY UNARMED
DISP: C 6/22 7/10/02 DIR V/NG
DKT#: 103389
ROB
STATUS: C WPD:

RRAIGNMENT: (017)
ARG-DATE: 05/30/00 PD: BRO COURT: PLYMOUTH SUPERIOR
OFF: ASSAULT DANGEROUS WEAPON
DISP: C 6/22 7/10/02 DIR V/NG
DKT#: 103390
ASLT DW
STATUS: C WPD:

RRAIGNMENT: (018)
ARG-DATE: 05/30/00 PD: BRO COURT: PLYMOUTH SUPERIOR
OFF: ASSAULT AND BATTERY
DISP: C 6/22 7/10/02 DIR V/NG
DKT#: 103391
A&B
STATUS: C WPD:

RRAIGNMENT: (019)
ARG-DATE: 05/02/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: ARMED ROBBERY
DISP: C 6/2/00 DISM INDICT
DKT#: 0015CR002468A
ROB ARM
STATUS: C WPD:

RRAIGNMENT: (020)
ARG-DATE: 05/02/00 PD: BRO COURT: BROCKTON DISTRICT
OFF: ASSAULT DANGEROUS WEAPON
DISP: C 6/2/00 DISM INDICT
DKT#: 0015CR002468B
ASLT DW
STATUS: C WPD:

RRAIGNMENT: (021)
ARG-DATE: 08/26/99 PD: BRO COURT: BROCKTON DISTRICT
OFF: OPERATING AFTER SUSPEND REG
DISP: C 9/28/99 PTP 12/28/99 DISM
DKT#: 9915CR004815A
114C-SUS
STATUS: C WPD:

RRAIGNMENT: (022)
ARG-DATE: 02/02/99 PD: BRO COURT: BROCKTON DISTRICT
OFF: A&B DANGEROUS WEAPON
DKT#: 9915CR000777A
A&B DW

RRAIGNMENT: (023)

ARG-DATE: 02/02/99 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9915CR000777B
OFF: ASSAULT AND BATTERY A&B
DISP: C 2/23/99 G PROB 2/24/00 9/28/99 VOP C2/24/00 TERM STATUS: C WPD:

RRAIGNMENT: (024)

ARG-DATE: 02/02/99 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9915CR000777C
OFF: DISORDERLY CONDUCT DIS COND
DISP: C 2/23/99 G PROB 2/24/00 9/28/99 VOP C2/24/00 TERM STATUS: C WPD:

RRAIGNMENT: (025)

ARG-DATE: 07/02/98 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9815CR005083A
OFF: DISTURBING THE PEACE(BREACH) DP
DISP: G FILE STATUS: C WPD:

RRAIGNMENT: (026)

ARG-DATE: 12/05/95 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9515CR010791A
OFF: DISTRIBUTE/DISPENSE CLASS B CSA DIST B
DISP: C 2/6/96 G 1DA CMTD STATUS: C WPD:

RRAIGNMENT: (027)

ARG-DATE: 12/05/95 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9515CR010791B
OFF: DISTRIBUTE/DISPENSE CLASS B CSA DIST B
DISP: C 2/6/96 G 1DA CMTD STATUS: C WPD:

RRAIGNMENT: (028)

ARG-DATE: 12/05/95 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9515CR010791C
OFF: CONSPIRACY TO VIO CONT SUB ACT CSA CONSP
DISP: C 2/6/96 G 1DA CMTD STATUS: C WPD:

RRAIGNMENT: (029)

ARG-DATE: 12/05/95 PD: BRO COURT: BROCKTON DISTRICT DKT#: 9515CR010791D
OFF: CONTROL SUBSTANCE SCHOOL CSA SCHOOL
DISP: C 2/6/96 G 2YR CMTD STATUS: C WPD:

***** END OF ADULT APPEARANCES *****

REQUESTED BY: SHEILA O'HARA
COMPLETED BY: O'HARA, SHEILA
AGENCY: US ATF - BOSTON

AM: BENJAMIN, CHAD

PCF: 00001756491 DOB: 02/25/78

 ** THE FOLLOWING ARRAIGNMENTS ARE JUVENILE APPEARANCES **
 ** PLEASE CHECK THE NEWS FILE FOR DISSEMINATION GUIDELINES **

ARRAIGNMENT: (001)

ARG-DATE: 08/12/94 PD: BOS COURT: DORCHESTER JUVENILE
 OFF: POSS OF AMMUNITION
 DISP: C 9/8/94 ADJ DEL CMTD DYS

DKT#: 9407JV0534A
 POSS AMMO
 STATUS: C WPD:

ARRAIGNMENT: (002)

ARG-DATE: 08/12/94 PD: BOS COURT: DORCHESTER JUVENILE
 OFF: POSS FIREARM W/O PERMIT
 DISP: C 9/8/94 ADJ DEL CMTD DYS

DKT#: 9407JV0534B
 FIR POSS WO PERM
 STATUS: C WPD:

ARRAIGNMENT: (003)

ARG-DATE: 08/12/94 PD: BOS COURT: DORCHESTER JUVENILE
 OFF: ROBBERY ARM
 DISP: C 9/8/94 ADJ DEL CMTD DYS

DKT#: 9407JV0534C
 ROB
 STATUS: C WPD:

ARRAIGNMENT: (004)

ARG-DATE: 08/12/94 PD: BOS COURT: DORCHESTER JUVENILE
 OFF: ASSAULT DANGEROUS WEAPON GUN
 DISP: C 9/8/94 ADJ DEL CMTD DYS

DKT#: 9407JV0534D
 ASLT DW
 STATUS: C WPD:

ARRAIGNMENT: (005)

ARG-DATE: 08/12/94 PD: BOS COURT: DORCHESTER JUVENILE
 OFF: ATTEMPT TO COMMIT CRIME
 DISP: C 9/8/94 ADJ DEL CMTD DYS

DKT#: 9407JV0534E
 ATT COM CRIME
 STATUS: C WPD:

ARRAIGNMENT: (006)

ARG-DATE: 04/15/93 PD: COURT: BROCKTON JUVENILE
 OFF: DISTURBING THE PEACE(BREACH)
 DISP: C 4/23/93 DISM

DKT#: 9315JKV0310
 DP
 STATUS: C WPD:

ARRAIGNMENT: (007)

ARG-DATE: 10/13/92 PD: COURT: BROCKTON JUVENILE
 OFF: A&B DANGEROUS WEAPON SHODFOOT
 DISP: C 10/26/92 DYS SS 10/25/93 4/15/93 VTP C 4/23/93
 CMTD DYS

DKT#: 9215JV0863
 A&B DW
 STATUS: C WPD:

RRIGNMENT: (008)
ARG-DATE: Case 1:05-cr-0059-DPW Document 31 Filed 11/14/05 Page 7 of 9
OFF: ASSAULT AND BATTERY
DISP: C 10/26/92 DYS SS 10/25/93 4/15/93 VTP C 4/23/93 STATUS: C WPD:
CMTD DYS

RRIGNMENT: (009)
ARG-DATE: 10/05/92 PD: COURT: BROCKTON JUVENILE DKT#: 9215JV0845
OFF: A&B DANGEROUS WEAPON SHJODFOOT A&B DW
DISP: C 5/28/93 DISM STATUS: C WPD:

RRIGNMENT: (010)
ARG-DATE: 10/05/92 PD: COURT: BROCKTON JUVENILE DKT#: 9215JV0845A
OFF: ASSAULT AND BATTERY A&B
DISP: C 5/28/93 DISM STATUS: C WPD:

RRIGNMENT: (011)
ARG-DATE: 04/23/92 PD: COURT: BROCKTON JUVENILE DKT#: 9215JV0399
OFF: OPEN AND GROSS LEWD O&G
DISP: C 6/28/93 DISM STATUS: C WPD:

RRIGNMENT: (012)
ARG-DATE: 04/23/92 PD: COURT: BROCKTON JUVENILE DKT#: 9215JV0399A
OFF: CARRYING DANGEROUS WEAPON KNIFE DW
DISP: C 6/28/93 DISM STATUS: C WPD:

RRIGNMENT: (013)
ARG-DATE: 04/23/92 PD: COURT: BROCKTON JUVENILE DKT#: 9215JV0399B
OFF: SHOPLIFTIN SHOPLIFT
DISP: C 6/28/93 DISM STATUS: C WPD:

RRIGNMENT: (014)
ARG-DATE: 04/23/92 PD: COURT: BROCKTON JUVENILE DKT#: 9215JV0399C
OFF: DISORDERLY PERSON DIS PERS
DISP: C 6/28/93 DISM STATUS: C WPD:

RRIGNMENT: (015)
ARG-DATE: 04/18/89 PD: COURT: BROCKTON JUVENILE DKT#: 8815JV1846
OFF: INDECENT A&B ON CHILD UNDER 14YRS OLD A&B IND CH
DISP: DF 3/25/92 DF DISM STATUS: C WPD:

028

***** END OF JUVENILE APPEARANCES *****

EQUESTED BY: SHEILA O'HARA

AND *****LEAPS CANDIDATE NAME LIST

REF	NAME	DOB	SX	RC	EYE	HAI	HGT	WGT	DEA
W4450072	BENJAMIN MARK	122279	M	U	XXX	XXX	000	000	LMTC
W6517673	BENJAMIN ERIC	012579	M	W	BRO	BRO	510	170	LMTC
W6523420	BENJAMIN LABON	072279	M	B	BRO	BRO	506	120	LMTC
W5538616	BENJAMIN PETERSON	082379	M	B	BLK	BLK	503	130	LMTC
W6465577	BENJAMIN PHILLIP	092575	M	B	BRO	BLK	509	160	LMTC
W3790707	BENJAMIN WILLIAM K	011276	M	B	XXX	XXX	000	000	LMTC
W3736335	BENJAMIN ERIC D	033076	M	B	BLK	BLK	600	145	LMTC
W5870357	BENJAMIN WILNER	022377	M	B	BLK	BLK	507	145	LMTC
W6338653	BENJAMIN MICHAEL	122282	M	W	HAZ	BRO	511	155	LMTC
W6506388	BENJAMIN ALWAYNE D	062674	M	B	BRO	BLK	511	210	LMTC
W6213619	BENJAMIN OLIN	040272	M	W	BRO	BRO	511	160	LMTC
W5862350	BENJAMIN RALPH	103184	M	B	BRO	BLK	504	130	LMTC
W5878783	BENJAMIN MICHAEL P	012684	M	W	BRO	BRO	506	150	LMTC
W4307405	BENJAMIN ANTONIO	091671	M	B	BRO	BLK	510	155	LMTC
W6460415	BENJAMIN PAUL M II	032071	M	W	BRO	BRO	600	230	LMTC

LARS

JIS 476121 03/22/2005 1149 S0751/6028.

N.

N01VPQ0004600

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O NCIC WANT SOC/028622530

O NCIC WANT NAM/BENJAMIN, CHAD DOB/19780225 RAC/U SEX/M.>-<

JIS 476121 03/22/2005 1149 S1028/6028.

MASSACHUSETTS REGISTRY OF MOTOR VEHICLES

03/22/05 1149

-- DRIVER INQUIRY ----

KEYS USED: BENJAMIN CHAD 022578

LN:028622530 STATUS:REV/RRV SOC: 028622530

DL STATUS: REASON: HABITUAL TRAF OFFNDR

NAME L: BENJAMIN F: CHAD M: ERNEST DOB: 02/25/1978

SEX: M HGT: 6 01

RESIDENCE: CITY: ST: ZIP:

BLDG/APT:

MAIL ADDR: 19 STANLEY AVE CITY: TAUNTON ST: MA ZIP: 02780-3014

BLDG/APT: # 1

DRIVERS ED: N MAB REVIEW: N MILITARY: N

PREVIOUS NAME L: F: M:

RESTRICTIONS: TIME: TO

YPE CLASS ISSUE DATE EXP DATE

D 03/23/2004 03/23/2006

03/09/2005 03/09/2010 ID ONLY

JIS 476121 03/22/2005 1149 S1028/6028.

MASSACHUSETTS REGISTRY OF MOTOR VEHICLES

03/22/05 1149

--- DRIVER INQUIRY --- ADDITIONAL INFORMATION ---

KEYS USED:

BENJAMIN

CHAD 022578

LN: 028622530

SEX: M HGT: 6 01

NAME L: BENJAMIN

F: CHAD

M: ERNEST

DOB: 02/25/1978

PREVIOUS NAMES AND DATES OF BIRTH

PREVIOUS OLN DATA	-----ENDORSEMENTS				
OLN	ST	ISS DATE	EXP DATE	CLASS RSN	1 2 3 4 5

S20095208

JIS 476121 03/22/2005 1149 S1028/6028.

MASSACHUSETTS REGISTRY OF MOTOR VEHICLES

03/22/05 1149

----- DRIVER HISTORY -----

KEYS USED:

BENJAMIN

CHAD

022578

OLN: 028622530

ST: MA

PAGE 01

NAME L: BENJAMIN

F: CHAD

M: ERNEST

DOB: 02/25/1978

CORP/CO NAME:

STATUS: REV/RRV

FOLDER:

ENTRY DATE	INCIDENT DATE	DESCRIPTION	CRT FINDINGS DATE
9/20/04	09/20/04	REVOCATION HABITUAL TRAF OFFNDR 4 YEARS	09/21/04
8/19/04	08/19/04	HEARING HABITUAL TRAF OFFNDR REVOKE	
8/19/04	06/27/04	OPERATOR UNLICENSED RAYNHAM G	031 08/12/04
8/19/04	06/27/04	SPEEDING RAYNHAM R	031 08/12/04
7/01/04		CERT TO RAYNHAM PD	
3/23/04	03/23/04	REINSTATED CHEM TEST REFUSAL FEE PAID	03/23/04
3/23/04	03/23/04	EXPIRATION LEAVE SCENE PROP DAM FEE PAID	03/23/04
8/10/02	08/10/02	SUSP PEND REIN FEE LEAVE SCENE PROP DAM	08/10/02
8/10/02	08/10/02	EXPIRATION LEAVE SCENE PROP DAM PEC QUINCY	08/10/02
8/01/01	07/31/01	HEARING HABITUAL TRAF OFFNDR NO ACTION	08/01/01
7/31/01	07/31/01	REVOCATION LEAVE SCENE PROP DAM 1 YEAR	08/10/01

----- NEXT PAGE COMING UP -----

JIS 476121 03/22/2005 1149 S1028/6028.

MASSACHUSETTS REGISTRY OF MOTOR VEHICLES

03/22/05 1149

----- DRIVER HISTORY -----

KEYS USED: BENJAMIN CHAD 022578

OLN: 028622530 ST: MA PAGE 02
 NAME L: BENJAMIN F: CHAD M: ERNEST DOB: 02/25/1978
 CORP/CO NAME:
 STATUS: REV/RRV FOLDER:

ENTRY DATE	INCIDENT DATE	DESCRIPTION	CRT FINDINGS DATE
7/31/01	10/28/00	LEAVE SCENE PROP DAM QUINCY G	056 06/29/01
7/31/01	10/28/00	FAILURE TO STOP QUINCY R	056 06/29/01
7/31/01	10/28/00	OPERATOR UNLICENSED QUINCY G	056 06/29/01
7/31/01	10/28/00	REFUSE OBEY POLICE QUINCY G	056 06/29/01
7/31/01	10/28/00	REG STKR NO DISPLAY QUINCY NR	056 06/29/01
7/31/01	10/28/00	RT OF WAY INTERSECTN QUINCY R	056 06/29/01
7/31/01	10/28/00	DRIVING TO ENDANGER QUINCY G	056 06/29/01
7/31/01	10/28/00	IMPROPER EQUIPMENT QUINCY NR	056 06/29/01
7/31/01	10/28/00	DWI LIQUOR QUINCY NG	056 06/29/01
5/22/01	12/05/00	POSSESS COCAIN/INTNT BROCKTON DI	015 05/04/01
5/22/01	12/05/00	ILLEGAL POSS CLASS B BROCKTON DI	015 05/04/01

----- NEXT PAGE COMING UP -----

JIS 476121 03/22/2005 1149 S1028/6028.

MASSACHUSETTS REGISTRY OF MOTOR VEHICLES

03/22/05 1149

----- DRIVER HISTORY -----

KEYS USED: BENJAMIN CHAD 022578

OLN: 028622530 ST: MA PAGE 03
 NAME L: BENJAMIN F: CHAD M: ERNEST DOB: 02/25/1978
 CORP/CO NAME:
 STATUS: REV/RRV FOLDER:

ENTRY DATE	INCIDENT DATE	DESCRIPTION	CRT FINDINGS DATE
5/22/01	12/05/00	POSSESS CLS D/INTENT BROCKTON DI	015 05/04/01
5/22/01	12/05/00	ILLEGAL POSS CLASS D BROCKTON DI	015 05/04/01
3/13/01	03/13/01	SUSP PEND REIN FEE CHEM TEST REFUSAL	03/13/01
3/13/01	03/13/01	EXPIRATION CHEM TEST REFUSAL PEC QUINCY	03/13/01
3/30/00	10/30/00	SUSPENSION CHEM TEST REFUSAL 120 DAYS	11/13/00
3/30/00	10/28/00	CHEM TEST REFUSAL QUINCY	
7/20/00	06/02/00	ILLEGAL POSS CLASS B BROCKTON DI	015 06/29/00
1/06/00	07/05/99	OPERATOR UNLICENSED BROCKTON DI	015 12/28/99
1/06/00	07/05/99	REG SUSPEND/REVOKED BROCKTON DI	015 12/28/99
1/06/00	07/05/99	DPW STATE HWAY REGS BROCKTON DI	015 12/28/99

----- END OF HISTORY -----

**** INTERSTATE IDENTIFICATION INDEX QH QUERY ****

PUR/ C ATN/ OHARA
AUTH/ HOOVER
OPR/ OHARA

SUBJECT INFORMATION:

NAM/ BENJAMIN, CHAD SOC/

RAC/ U SEX/ M DOB/ 19780225

FBI/ SID/ MNU/

JIS 476806 03/22/2005 1151 S1028/6028.

*** ***** ***

*** DATE 032205 EST 1151 DEA MAATFBSS0 ***

*** QH COMPLETED ***

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032

JIS 476806 03/22/2005 1151 S0751/6028.

J.

001111 QUERY

AATFBSS0
THIS NCIC INTERSTATE IDENTIFICATION INDEX RESPONSE IS IN RESPONSE TO YOUR
INQUIRY ON NAM/BENJAMIN, CHAD SEX/M RAC/U DOB/19780225 PUR/C
AME FBI NO. INQUIRY DATE
ENJAMIN, CHAD 298115WA3 2005/03/22

EX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR BIRTH PLACE PHOTO
B 1978/02/25 511 204 BRO BLK MASSACHUSETTS Y

INGERPRINT CLASS PATTERN CLASS
4 TT 03 06 07 RS LS RS RS RS AU AU LS RS LS
A TT 04 09 07 AU WU LS LS
RS

LIAS NAMES
ENJAMIN, CHAD E BENJAMIN, CHAD ERNEST

CARS-MARKS-
ATTOOS SOCIAL SECURITY
AT L ARM 028-62-2530
AT L WRS
AT R ARM
AT R WRS

IDENTIFICATION DATA UPDATED 2005/03/17

THE CRIMINAL HISTORY RECORD IS MAINTAINED AND AVAILABLE FROM THE
FOLLOWING:
FBI - FBI/298115WA3

L02*10AB64
AATFBSS0
THE RECORD(S) CAN BE OBTAINED THROUGH THE INTERSTATE IDENTIFICATION
INDEX BY USING THE APPROPRIATE NCIC TRANSACTION.

ND.>-<

**** INTERSTATE IDENTIFICATION INDEX QR QUERY

PUR/ C ATN/ OHARA
AUTH/ HOOVER
OPR/ OHARA

UBJECT INFORMATION:

AM/ BENAJMIN, CHAD
FBI/ 298115WA3 SID/

MAILING ADDRESS:

DPT/ BUREAU OF ATF
BLD/ ONEILL FEDERAL BUILDING
ADR/ 10 CAUSEWAY STREET
CIS/ BOSTON, MA
ZIP/ 02222

JIS 477239 03/22/2005 1152 S1028/6028.

*** ***** ***

*** DATE 032205 EST 1152 DEA MAATFBSS0 ***

*** QR COMPLETED ***

> <

034

JIS 477239 03/22/2005 1152 S0751/6028.

V.

L01III QUERY

AATFBSS0

HIS INTERSTATE IDENTIFICATION INDEX RESPONSE IS THE RESULT OF YOUR
RECORD REQUEST FOR FBI/298115WA3. THE FOLLOWING WILL RESPOND TO YOUR

ND.>-<
JIS 477239 03/22/2005 1152 S0753/6028.

L.
R.WVFBINF00
9:53 03/22/2005 12254
9:53 03/22/2005 07824 MAATFBSS0

XT
DR/2L01
TN/OHARA

***** CRIMINAL HISTORY RECORD *****

ata As Of 2005-03-22

***** INTRODUCTION *****

his rap sheet was produced in response to the following request:

BI Number 298115WA3
urpose Code C
ttention OHARA

he information in this rap sheet is subject to the following caveats:

his record is based only on the FBI number in your request-298115WA3.
ecause additions or deletions may be made at any time, a new copy
ould be requested when needed for subsequent use. (US; 2005-03-22)
ll arrest entries contained in this FBI record are based on
ingerprint comparisons and pertain to the same individual. (US;
005-03-22)
he use of this record is regulated by law. It is provided for official
se only and may be used only for the purpose requested. (US;
005-03-22)

***** IDENTIFICATION *****

ubject Name(s)

ENJAMIN, CHAD
ENJAMIN, CHAD E (AKA)
ENJAMIN, CHAD ERNEST (AKA)

ubject Description

BI Number
98115WA3
ocial Security Number
28622530

ex Race
ale Black

035

eight Weight Date of Birth
'11" 204 Pounds 1978-02-25

air Color Eye Color Fingerprint Pattern
lack (1994-09-01) Brown (1994-09-01) 04TT030607AATT040907 (FPC)
AU RS RS RS RS AU LS LS LS LS (Other)

cars, Marks, and Tattoos	Description, Comments, and Images
ode	
CIC	TAT L WRS; TATTOO ON LEFT WRIST (WVFBINF00)
C	
C	TAT R ARM; TATTOO ON RIGHT ARM (WVFBINF00)
CIC	TAT R WRS; TATTOO ON RIGHT WRIST (WVFBINF00)
CIC	TAT L ARM; TATTOO ON LEFT ARM (WVFBINF00)

lace of Birth	Citizenship
A	US

Photo Images

ype	
ther	Arresting agency has photo associated with arrest date of 1994/08/12 (MA0130100)
ther	FBI has one photo associated with arrest date of 2005/03/17 (WVFBINF00)

***** CRIMINAL HISTORY *****

===== Cycle 001 =====

arliest Event Date	1994-08-12

rrest Date	1994-08-12
rrest Case Number	G6180
rresting Agency	POLICE DEPARTMENT BOSTON; MA0130100;
ubject's Name	BENJAMIN, CHAD
harge	01
Charge Description	ARMED ROBBERY GUN
Severity	Unknown

===== Cycle 002 =====

arliest Event Date	2001-05-15

rrest Date	2001-05-15
rresting Agency	BUR CRIM INVEST PLYMOUTH; MA012013Y;
ubject's Name	BENJAMIN, CHAD E (AKA)
harge	01
Charge Description	140:129C POSSESS FIREARM: NO I.D.
Severity	Unknown

===== Cycle 003 =====

arliest Event Date	2001-08-21

rrest Date	2001-08-21
rrest Case Number	201981
rresting Agency	SHERIFF'S OFFICE DEDHAM; MA0110000;
ubject's Name	BENJAMIN, C
AD ERNEST (AKA)	
harge	01
Charge Description	090:024:2A.1 OPERATE MV RECKLESSLY/NEGLIGENTLY, ENDAN
Severity	Unknown

036

===== Cycle 004 =====

arliest Event Date	2005-03-17
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Arrest Date 03-03-07
Arresting Agency USM BOSTON; MAUSM0100;
Subject's Name BENJAMIN, CHAD ERNEST (AKA)
Charge 01
Charge Description 5299 - WEAPON OFFENSE
Severity Unknown

Court Disposition (Cycle 004)
Court Agency NOT-KNOWN
Charge 01
Offense Date 2005-03-17
Charge Description 5299 - WEAPON OFFENSE
Severity Unknown

Sentencing (Cycle 004)
Sentencing Agency NOT-KNOWN
Sentence NOT YET DISPOSED

***** INDEX OF AGENCIES *****

Agency FBI-CJIS DIV-CLRKSBG CLARKSBURG; WVFBINF00;
Mailing Address 1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

Agency POLICE DEPARTMENT BOSTON; MA0130100;
Mailing Address ROOM 149-SOUTH 1 SCHROEDER PLAZA
BOSTON, MA 021202014

Agency BUR CRIM INVEST PLYMOUTH; MA012013Y;
Mailing Address PLYMOUTH COUNTY 24 LONG POND RD
PLYMOUTH, MA 023602606

Agency SHERIFF'S OFFICE DEDHAM; MA0
10000;
Mailing Address 200 WEST STREET PO BOX 149
DEDHAM, MA 02027

Agency USM BOSTON; MAUSM0100;
Mailing Address STE 500 1 COURTHOUSE WAY
BOSTON, MA 022103002

* * END OF RECORD * * *